

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA

Note: There are three Extraordinary issues to the Official Gazette, Series II, No. 4 dated 27-4-2000 as follows:

- 1) Extraordinary dated 27-4-2000 from pages 147 to 154 regarding Notifications from Dept. of Elections (Office of the Collector, North), Order from Department of Civil Supplies and Notification from Department of Law and Judiciary (Legal Affairs Division).
- 2) Extraordinary No. 2 dated 27-4-2000 from pages 155 to 156 regarding Notifications from Dept. of Finance.
- 3) Extraordinary No. 3 dated 28-4-2000 from pages 157 to 158 regarding Notifications from Dept. of Panchayati Raj & Community Development (Dte. of Panchayats).

### GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Education

#### Order

No. DE/PLG/HSS/316/93/PT. III/268

- Read:-
- 1) Order No. DE/PLG/HSS/316/93/Pt. III/584 dated 17-7-1998.
  - 2) Order No. DE/PLG/HSS/316/93/Pt. III/1203 dated 10-12-98.
  - 3) The letters dated 31-3-99, 30-7-98, 1-10-99 and 11-10-99 from the Department of Education.
  - 4) The order dated 17-1-2000 of Hon'ble High Court of Bombay at Goa.
  - 5) Memorandum No. DE/PLG/HSS/316/93/Pt. III/188 dated 14-3-2000.

Whereas, the Chairman of School Managing Committee of Dnyanprakash Mandal's Higher Secondary School Assonora placed under immediate suspension Shri Raghunath Gawas, Principal of Higher Secondary School without sufficient ground AND;

Whereas, the Department of Education by order dated 17-7-98 directed the Managing Committee to revoke the said suspension order with immediate effect within three days from the receipt of order AND;

Whereas, despite of letters dated 31-3-94, 30-7-98, 1-10-99 and 11-10-99 issued by the Department to revoke the order of suspension, the Managing

Committee did not pay any heed and thereby shown total disrespect and disregard to the requests/instructions AND;

Whereas, the School Managing Committee without any genuine ground withheld the salary of the Principal since July, 1998 and the Department had to appoint Drawing and Disbursing Officer by Order dated 10-12-98 to release and pay salary of the Principal AND;

Whereas, the School Managing Committee also failed to comply with the directives of Hon'ble High Court Bombay at Goa given in order dated 17-1-2000 to give back the status etc. as Principal to Shri R. N. Gawas AND;

Whereas, the conflict between the Principal and Management is continuously going on since last couple of years which has resulted into mismanagement of affairs of the school, lack of supervision and control over academic affairs of the school AND;

Whereas, the Government is convinced that unless the Management of the higher secondary school is taken over by the Government under Section 20 of School Education Act, 1984, the irregularities on the part of school management cannot be put to an end AND;

Whereas, a Show Cause Notice was issued to the Management vide memorandum dated 14-3-2000, giving show cause as to why the Management of the School should not be taken over for a period of 3 years for the first instance under Section 20 of School Education Act. The said show cause notice has been served by Registered A.D. on 21-3-2000 AND;

Whereas, the Management submitted their reply dated 28-3-2000 to said Show Cause Notice, stating that Shri R. N. Gawas has already been acting as the Principal and carrying on all the duties AND;

Whereas, on perusal of facts stated in the reply, and in order to ascertain the factual position, the Dy. Director (Acad.) as per the instructions of Departmental authorities visited the school on 13-4-2000 and found

that the Management has not so far restored the status of Principal to Shri Raghunath Gawas and thereby continue with their act of non-compliance of High Court's directives AND;

Now, therefore after considering all the facts of the case, the Administrator of Goa is pleased to order that the management of Dnyanprakash Mandal which runs higher secondary school at Mulgao-Assonora has been taken over by the Government with immediate effect for a period of 3 years in the first instance under the provision of Section 20 of School Education Act and Shri Gajanan L. Pednekar, Dy. Education Officer of North Education Zone, Mapusa-Goa, has been appointed as an authorised officer on behalf of Director of Education, Government of Goa and he shall discharge his duties as per the provisions made in the School Education Act and Rules made thereunder and instructions issued to him by the Director of Education from time to time.

Among other things the Authorised Officer shall:-

- (i) Exercise full control over administration, financial and academic affairs of the School and see that all the employees of the school shall be punctual in attendance and prompt in discharge of their duties entrusted to them by a general or special order as deem fit.
- (ii) be responsible for maintaining strict discipline and devotion to duty on the part of employees and the students of the school.
- (iii) be responsible to see that all the employees of the school are present in the School/office during the school/office hours as prescribed by Authorised Officer and no employee shall be allowed to leave the premises of the institution without prior written permission of the Authorised Officer and all representations, if any, shall be routed through the Authorised Officer.
- (iv) be responsible to visit the institution or cause to visit the school as frequently as possible so as to ascertain that the institution functions at right time and all the employees of the school discharge their duties sincerely, honestly and efficiently to the satisfaction of the public and the department.
- (v) in case of any of the employee act in contravention of the instructions of the Authorised Officer or if there is any act of indiscipline or insubordination or flouting of the instructions issued by the Authorised Officer, such cases shall be dealt with as per the provision of Goa School Education Act, 1984 and the rules made thereunder.

The Government is also pleased to order that:

- (i) The Management of Dnyanprakash Mandal Bicholim shall hand over the charge of the said institution i.e. higher secondary school, run by the said management immediately to the Authorised Officer and that:
- (ii) The institutional staff account fund and the Pupils Fund shall be made available to the Authorised Officer for being spent for the purpose of respect institution and that:
- (iii) The Authorised Officer shall have the right to open any account in any Bank or draw money from any fund referred to in section 10 of Education Act, 1984. No person incharge of the management of the institution at any time before the date on which the management of the institution is taken over under sub-section (1) shall have such right.

By order and in the name of the Governor of Goa.

*Rinku Dhugga*, Director of Education & Ex-Officio Joint Secretary.

Panaji, 25th April, 2000.

Directorate of Higher Education

Corrigendum

No. 24/4/97-Hr-Edn/565

Refer:- Government Order No. 24/4/97-Hr. Edn dated 5-8-97.

The second para of the above cited Government Order may be substituted as follows:-

"The appointment is subject to her clearing the eligibility test for Lecturers conducted by University Grants Commission/CSIR or similar test accredited by the University Grants Commission within a period of five years from the date of joining".

By order and in the name of the Governor of Goa.

*M. Olinda Fernandes*, Under Secretary/Assistant Director of Higher Education.

Panaji, 19th April, 2000.

**Corrigendum**

No. 24/2/96-Edn/566

Refer:- Government Order No. 24/2/96-EDN dated 22-1-96.

The third para of the above cited Government Order may be substituted as follows:-

"The appointment is subject to his clearing the eligibility test for Lecturers conducted by University Grants Commission/CSIR or similar test accredited by the University Grants Commission within a period of five years from the date of joining".

By order and in the name of the Governor of Goa.

M. Olinda Fernandes, Under Secretary/Assistant Director of Higher Education.

Panaji, 19th April, 2000.

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**Department of Finance**

Revenue & Expenditure Division

**Order**

No. 6/10/85-Fin (R&amp;C)

Read:- i) Government Order No. 6/10/85-FIN (R&C) dated 24-5-1995.

ii) Government Order No. 6/10/85-FIN (R&C) dated 24-5-1999.

Government is pleased to reconstitute the Sales Tax Advisory Committee with the following members to assist the Government in the smooth and efficient administration of the Sales Tax Law in this State:-

- |                                                       |          |
|-------------------------------------------------------|----------|
| 1. Shri Manohar Parrikar,<br>M.L.A., Panaji           | Chairman |
| 2. Shri Ramkrishna Dhavlikar,<br>M.L.A., Ponda        | Member   |
| 3. Finance Secretary                                  | Member   |
| 4. Managing Director, GHRSSIDC                        | Member   |
| 5. Director of Industries & Mines                     | Member   |
| 6. Representative of the Goa<br>Mining Association    | Member   |
| 7. Representative of the<br>Economic Dev. Corporation | Member   |

- |                                                                                       |                      |
|---------------------------------------------------------------------------------------|----------------------|
| 8. Representative of the Goa<br>Chamber of Com. & Industry                            | Member               |
| 9. Representative of the Goa Small<br>Scale Industries Assn.                          | Member               |
| 10. Representative of the Goa Auto<br>Spare Parts Dealers Assn.                       | Member               |
| 11. Representative of the Goa Wine<br>Merchants' Assn.                                | Member               |
| 12. Representative of the Confedera-<br>tion of Engineering Industries,<br>Goa Branch | Member               |
| 13. Representative of the Goa Hotel<br>& Restaurant Owners'<br>Association            | Member               |
| 14. Representative of the Builders'<br>Association of India, Goa<br>Branch            | Member               |
| 15. Representative of the Institute<br>of Chartered Accountants, Goa<br>Branch        | Member               |
| 16. Commissioner of Sales Tax                                                         | Member<br>Secretary. |

**Functions of the Committee**

- i) The Committee will function in an advisory capacity. It will make suggestions generally in regard to removal of procedural defects and inconveniences caused to the trade and the public in other ways. The Committee will also assist Government in devising suitable measures to prevent the evasion of tax. Government may also consult the Committee on any other matter relating to the administration of the Sales Tax Law.
- ii) The Committee will not deal with the question of internal organisation of the Sales Tax Department or of appointments, transfers and discipline of the staff. It will not make recommendations in regard to cases of individual dealer or call for any information relating to them.
- iii) The Committee shall meet at Panaji at least once in every six months, at a place to be fixed by the Chairman from time to time to discuss the matters as per the agenda prepared and circulated in advance by the Member Secretary. The agenda of the meeting may include subjects referred to the Committee by the Government or proposed by any Member, but a Member who proposes to include a subject in the agenda shall ordinarily give 15 days' notice thereof to the Member Secretary.

iv) The Official Members attending the Committee meetings will be treated as on duty and will be entitled to TA/DA wherever admissible under the normal rules. The non-official members will be entitled to TA/DA as admissible to Grade I Officers in accordance with the Supplementary Rules. The expenditure on TA/DA of non-official Members will be debited to the Budget Head "2040 — Sales Tax".

v) The Head quarters of the Committee shall be at Panaji.

By order and in the name of the Governor of Goa.

Yvonne Cunha, Under Secretary (Fin.-Exp.)

Panaji, 24th April, 2000.



## Department of Food & Civil Supplies

### Notification

No: 11/14-6(1)/87-CSD (VOL. II)

In exercise of the powers conferred by sub-section (1) of Section 7 of the Consumer Protection Act, 1986 (Central Act 68 of 1986) (hereinafter called the said Act) and in supersession of Government Notification of even number dated 28-3-95, the Government of Goa hereby reconstitutes with immediate effect a Consumer Protection Council for State of Goa (hereinafter referred to as State Council) for the purpose of the said Act and consisting of the following members namely:-

1. Hon. Minister for Food and Civil Supplies	Chairman
2. Secretary for Civil Supplies	Member
3. General S. F. Rodrigues, Porvorim	Member
4. Dr. Ligia Noronha, Panaji	Member
5. Shri Bernado Costa, Fatorda, Margao	Member
6. Mrs. Sudha Amonkar, Mapusa	Member
7. Eng. Ernesto Moniz, Margao	Member
8. Mrs. Grace de Souza, Saligao	Member
9. Shri Uday Bhembre, Margao	Member
10. Lt. Col. A. G. Pinto, Candolim	Member
11. Adv. V. R. Guinde, Margao	Member
12. Adv. Smt. Subhalaxmi Naik, Panaji.	Member
13. Smt. Inez Cota Carvalho, Margao.	Member
14. Shri Agnelo Almeida, Verna	Member
15. Adv. Govinda U. Bhobe, Nerul	Member
16. Shri Jose Maria Miranda, Borda, Margao	Member

17. Shri Filipe Valadares, Verna	Member
18. Shri George Rebello, Panaji	Member
19. Adv. Prabhakar Timble, Margao	Member
20. Shri Roland Martins, Mapusa	Member
21. Shri Shridhar Kamat, Margao	Member
22. Commander John Eric Gomes, Porvorim	Member
23. Shri Arvind Bhatikar, I.A.S., Margao	Member
24. Adv. Miss Albertina Almeida, Panaji	Member
25. Smt. Kunda S. Panandikar, Margao	Member
26. Dr. G. N. Mishra, Britona	Member
27. Adv. Cleofato Almeida Coutinho, Cuncoim	Member
28. Mr. Avertanus D'Souza, Dona Paula, Panaji	Member
29. Smt. Sandya Venketexa Kamat, Margao	Member
30. Mrs. Tereza Almeida, Margao	Member
31. Mrs. Lourdes Dias, Canacona	Member
32. Shri Raju Naik, Margao	Member
33. Shri Tomazinho Cardozo, Candolim	Member
34. Smt. Ameeta Audhooth Salatry, Porvorim	Member
35. The Convenor, Candolim Residents and Consumer Forum	Member
36. The Convenor, Majorda Consumer Cell	Member
37. The Convenor, Aldona Consumer Cell	Member
38. The Convenor, Tivim Consumer Cell	Member
39. The General Secretary, Saligao Civil and Consumer Cell	Member
40. The Convenor, Calangute Residents and Consumer Forum	Member
41. The Convenor, Bastora Consumer Cell	Member
42. Adv. Milton Marshall, Neura	Member
43. Mr. Bhiku Gawas, Neura	Member
44. Mr. Sunhash Shirodkar, Mandur	Member
45. Mr. Aleixo Reginaldo Lourenco, Curtorim	Member
46. Mr. Sebastiao Fernandes, Bandol, Curtorim	Member
47. The Director of Civil Supplies	Member-Secretary

The State Council shall meet at such time and place as the Chairman may decide. It shall meet as and when necessary but not less than three meetings should be held in a year.

Any member failing to attend two consecutive meetings of the State Council shall be deemed to have resigned from the Council.

The State Council may constitute from amongst its members such working group as it may deem necessary and the working groups so constituted shall perform such functions as may be assigned to them by the Council.

Any resolution passed by the State Council shall be only of recommendatory nature.

By order and in the name of the Governor of Goa.

George Kuruvilla, Director of Civil Supplies and Price Control and Ex-Officio Joint Secretary.

Panaji, 24th April, 2000.

## Department of Labour

### Order

No. IRM/CON-MAP/(90)/97/6053

Whereas the Government of Goa is of the opinion that an industrial dispute exists between M/s. Kadamba Transport Corporation Limited, Panaji, Goa and their workman, Shri Pradeep Simepuruskar, in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji, constituted under section 7-A of the said Act.

### SCHEDULE

"(1) Whether the action of M/s. Kadamba Transport Corporation Limited, Panaji-Goa, in terminating the services of Shri Pradeep Simepuruskar, Helper Mechanic, with effect from 16-8-1997, is legal and justified?

(2) If not, to what relief the workman is entitled?"

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner, Labour and Ex-Officio Joint Secretary.

Panaji, 13th December, 1999.

### Order

No. IRM/CON/(87)/97/6095

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the Goa University, Bambolim-Goa, and their workman Smt. Manik Kamat, in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under section 7-A of the said Act.

### SCHEDULE

"(1) Whether the action of the Goa University, Goa, in terminating the services of Mrs. Manik Kamat, L. D. C., with effect from 16-2-1996, is legal and justified?

(2) If not, to what relief the workperson is entitled?"

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner, Labour and Ex-Officio Joint Secretary.

Panaji, 15th December, 1999.

### Order

No. IRM/CON-MAP/(85)/99/6177

Whereas the Government of Goa is of the opinion that an Industrial dispute exists between the management of M/s. Canvas Shoe Co. (Goa) Pvt. Limited, Thivim Industrial Estate, Karaswada, Bardez, Goa, and their workman Mrs. Maya Gadekar, represented by the Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under section 7-A of the said Act.

## SCHEDULE

"(A) (1) Whether the action of the management of M/s. Canvas Shoe Co. (Goa) Pvt. Limited, Thivim Industrial Estate, Karaswada, in refusing employment to Mrs. Maya Gadekar, with effect from 1-7-1997, is legal and justified?

(2) If not, to what relief the workperson is entitled ?

(B) (1) Whether the action of the management of M/s. Canvas Shoe Co. (Goa) Pvt. Limited, Thivim Industrial Estate, Karaswada, in terminating the services of Mrs. Maya Gadekar, with effect from 23-2-1999, is legal and justified ?

(2) If not, to what relief the workperson is entitled ?".

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner, Labour and Ex-Officio Joint Secretary.

Panaji, 21st December, 1999.

## Order

No. IRM/CON/SG/(41)/99/6

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Beverage Ventures Limited, Arlem, Raia-Goa, and their workman Shri Madhu Paryekar, in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under section 7-A of the said Act.

## SCHEDULE

"(1) Whether the action of the management of M/s. Beverage Ventures Limited, Arlem, Raia-Goa, in terminating the services of Shri Madhu Paryekar,

Depot Assistant, with effect from 13-7-1999, is legal and justified?

(2) If not, to what relief the workman is entitled?"

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner, Labour and Ex-Officio Joint Secretary.

Panaji, 29th December, 1999.

## Order

No. CL/Pub-Award/98/99/6340

The following Award dated 23-11-1999 in Reference No. IT/34/91 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary (Labour).

Panaji, 28th December, 1999.

IN THE INDUSTRIAL TRIBUNAL  
GOVERNMENT OF GOA  
AT PANAJI

(Before Shri Ajit. J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/34/91

Shri Dhaku Shirodkar,  
Rep. by the President,  
Goa Trade & Commercial  
Workers Union,  
Panaji-Goa.

... Workman/Party I

v/s.

M/s Santos and Sons  
Engineering Works,  
Margao-Goa.

... Employer/Party II

Workman/Party I-Represented by Adv. Shri Suhas Naik.

Employer/Party II-Represented by Adv. Shri A. Lourenco.

Panaji, Dated: 23-11-1999

## AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 20-8-1991 bearing No. 28/29/91-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s Santos & Sons Engineering Works, Margao, in terminating the service of Shri Dhaku Shirodkar, Asst. Fitter, with effect from 24-11-90 is legal and justified?"

If not, to what relief the workman is entitled?"

2. On receipt of the reference a case was registered under No. IT/34/91 and registered A/D notice was issued to the parties. In pursuance to the said Notice the parties put in their appearance. The Party I/Workman (for short, "workman") filed the statement of claim at Exb. 4. The workman contended that he was employed with the Employer/Party II (for short "Employer" as an Assistant Fitter in the garage wherein the Employer was carrying out the work of manufacturing rolling-shutters, metal/steel fabrication, body building of vehicles besides manufacturing steel furniture, grills, windows, gates, cement block making machines etc. That the workers of the employer became the members of Goa Trade & Commercial Workers Union and by letter dated 15-5-90 the employer was informed about the formation of the union and subsequently the charter of demands was submitted to the employer. That after the union was formed the employer started harassing the workers by issuing memos and termination letter. That the workman also was issued a charge sheet dated 12-11-90 and an enquiry was held against him. After the completion of the enquiry the employer terminated the services of the workman. The workman contended that the enquiry was not contended against him in a fair and proper manner and that the charges levelled against him were not proved in the enquiry. The workman contended that termination of his service is illegal and unjustified and hence he is entitled to reinstatement in service with full back wages.

3. The employer filed written statement at Exb. 5. The employer contended that the workman was arrogant, rude and disobedient in his entire tenure and service. That the workman also was inciting the other workers to go slow in their work thereby causing financial losses to the employer and that he was also habitually irregular in attending to his duties. The employer contended that several memos and show cause notices were issued to the workman and thereafter a charge sheet dated 12-11-90 was issued to him which was followed by conducting a domestic enquiry into the said charge. The employer contended that enquiry was held in fair, proper and impartial manner and the workman was given full opportunity to defend himself in the enquiry. The employer contended that the services of the workman were terminated since the charges were proved against him in the enquiry. The employer denied that the termination of the workman is illegal or unjustified or that he is entitled to reinstatement in service or to any other relief. The workman thereafter filed rejoinder at Exb. 6.

4. On the pleadings of the parties, issues were framed at Exb. 7. The issue No. 1 was touching the fairness of the enquiry and therefore it was tried as a preliminary

issues. The workman as well as the employer led evidence on the said issue and this Tribunal by findings dated 17-7-1995 decided their issue No. 1 holding that the domestic enquiry conducted against the workman is not fair and proper and hence set aside the said enquiry and directed the parties to lead evidence on the merits of the case.

5. The employer was given several opportunities to lead evidence to prove the charges levelled against the workman and since in spite of the opportunities given the employer did not lead evidence, order was passed on 17-6-98 closing the evidence of the employer. However, subsequently the employer filed application dated 20-7-98 praying for setting aside the order closing his evidence and since the workman did not object to the said application, the order dated 17-6-98 closing the evidence of the employer was set aside by order dated 9-10-98 and the employer was given opportunity to lead evidence in the matter. Before the evidence of the employer could be recorded the parties submitted that they are trying to settle the matter between them and prayed for time to file the terms of settlement. On 23-11-99 the workman as well as the employer appeared along with their respective advocates and submitted that the dispute between them was amicably settled. Both the parties filed the terms of settlement dated 23-11-99 and prayed that consent award be passed in terms of the said settlement. I have gone through the terms of the settlement dated 23-11-99 Exb. 24 which are duly signed by the parties and I am satisfied that the said terms of settlement are certainly in the interest of the workman. I, therefore accept the submissions made by the parties and pass the consent award in terms of the settlement dated 23-11-99 Exb. 24.

#### ORDER

1. It is agreed between the parties herein that the Employer/Party II shall pay an amount of Rs. 16,000/- (Rupees Sixteen Thousand only) towards the full and final settlement of the workman's claim in the above referred matter.

2. It is agreed that the Employer/Party II shall pay in four instalments of an amount of Rs. 4,000/- (Rupees Four Thousand only) each.

3. As per the agreed amount of Rs. 16,000/- (Rupees Sixteen Thousand only) the Employer/Party II handed over four cheques for an amount of Rs. 4,000/- each to the Workman. The said cheques are dated as follows:

- (a) Cheque bearing No. 0545345 dt. 11-11-99 for an amount of Rs. 4,000/-
- (b) Cheque bearing No. 0545346 dt. 15-12-99 for an amount of Rs. 4,000/-
- (c) Cheque bearing No. 0545347 dt. 15-1-2000 for an amount of Rs. 4,000/-



(d) Cheque bearing No. 0545348 dt. 15-2-2000  
for an amount of Rs. 4,000/-

All drawn on Bank of India, Margao Branch.

4. The workman has accepted the said four cheques as a full and final settlement and agreed that his dues has been settled and has no claims of whatsoever nature against the Employer/Party II herein.

No order as to cost. Inform the Government accordingly.

Sd/-  
(AJIT J. AGNI),  
Presiding Officer,  
Industrial Tribunal.

#### Order

No. CL/Pub-Awards/98/856

The following Award dated 31-1-2000 in Reference No. IT/20/91 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner & Ex-Officio Joint Secretary (Labour).

Panaji, 15th February, 2000.

#### IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

REF. No. IT/20/91

Smt. Ferly Vaz,  
Rep. by Goa Trade & Commercial  
Workers' Union,  
Panaji-Goa.

....Workman/Party I

v/s

M/s Narcinva Damodar Naik,  
P.O. Box 43  
Margao-Goa.

... Employer/Party II

Workman/Party I-Represented by Adv. Shri Subhas Naik.

Employer/Party II-Represented by Adv. Shri M. S. Bandothkar.

Panaji, Dated: 31st January, 2000.

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by Order dated 12-4-1991 bearing No. 28/29/91-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s Narcinva Damodar Naik, Arlem-Margao, in transferring Smt. Ferly Vaz, Stenographer-cum-Receptionist, from Arlem-Margao to Mapusa with effect from 2-4-1990 is legal and justified?"

If not, to what relief the workman is entitled?"

2. On receipt of the reference a case was registered under No. IT/20/91 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The workman/Party I (for short, "Union") filed its statement of claim at Exb.3. The facts of the case in brief as pleaded by the union are that the employer/Party II (for short, "Employer") has its head office at Margao and is engaged in the business of selling trucks, spare parts and also is engaged in the business of carrying out of repairs of the said trucks. That the employer has its head office at Arlem, Margao, Goa, besides the administrative office and the workshop at the same place. That Smt. Ferly Vaz (for short, "Workman") joined the services of the employer as a Stenographer cum Receptionist in the year 1973 and was issued an appointment letter dated 22-9-73. That though she was appointed as a steno/cum Receptionist, she worked as a steno all the while. That the workman of the employer are the members of the union including workman Smt. Ferly Vaz. Except for some employees in the administrative office all the other employees in the said office are the members of the union. That in the year 1989 the union submitted charter of demands to the employer but no discussion took place on the said demands as the employer did not come forward for discussions as a result of which the union raised industrial dispute on the said charter of demands before the Dy. Labour Commissioner, Margao. That since no settlement could be arrived at, a failure report was submitted to the Government by the Dy. Labour Commissioner. That in the meantime with a view to break the unity of the workers and to coerce them from pursuing with the charter of demands the employer prepared its own terms of settlement which were displayed on the notice board. That the employer tried to obtain the signatures of the workmen on the copy of the settlement as a token of having accepted the terms of the settlement but none of the workmen from the workshop signed the said settlement. However, from the Administrative Section all the workmen with the exception of Smt. Ferly Vaz signed the said settlement. That the employer approached the workman to sign the settlement several times but she refused to do so on the ground that she would not sign any papers without



reading them. That the workman was not given a copy of the said settlement nor she was allowed to go through the contents of the same. That on 28-2-90 Mr. Nestor Gomes, the Assistant to the Personnel Manager approached the workman and asked her to sign the last page of some papers and since Mr. Gomes did not allow her to read the contents of the same she refused to sign the said papers. That about 2 days thereafter Mr. Rege, the Personnel Manager approached the workman and told her that she should sign those papers as she refused to sign the said papers without knowing the contents of the same. That thereafter Smt. Moraine Fernandes, Secretary to the Managing Partner contacted the workman over the phone several times asking her to sign the said papers and the workman did not agree to comply with the said request. That because the workman refused to sign the papers of the settlement she was subjected to severe harassment and as a part of harassment on 26-3-90 the workman was removed from the Secretary's cabin and provided her with a broken table and chair outside the cabin in a corner. That as a part of harassment the employer issued a letter dated 26-3-90 to the workman stating that she was transferred to Mapusa from Margao at the address given in the said letter. That the workman visited Mapusa and found that there was no establishment of the employer at the given address but there is an establishment by name M/s Pradeep Enterprises. That the workman was on leave on 27-3-90 and 28-3-90 and on 28-3-90 she wrote a letter to the employer stating that the transfer order is illegal, unjustified, besides being malafide and requested the employer to withdraw the said transfer order. That however, by letter dated 4th April, 1990 the employer refused to cancel the transfer order. That thereafter on 16-4-90 the union addressed a letter to the employer pointing out that transfer order is illegal and unjustified besides being malafide and also the union reinstated the employer to reconsider its decision and allow the workman to report for duty at Margao. That however, the employer wrote another letter dated 3-5-90 to the workman asking her to report for work at Mapusa and the said letter was replied to by the workman vide letter dated 5-5-90. That since the employer refused to withdraw the transfer order the union had no alternative but to raise an industrial dispute before the Dy. Labour Commissioner, Margao, vide letter dated 13-6-90. That the conciliation proceedings held by the Dy. Labour Commissioner resulted in failure and ultimately failure report was submitted to the Government. The Union contended that the transfer order issued by the employer is by way of victimisation because the workman had refused to sign the terms of settlement prepared by the employer and which terms were not acceptable to the members of the union. The union contended that no establishment of the employer existed at Mapusa nor it existed in the year 1973 when the workman joined the services. The union also contended that the employer could not transfer the workman to any establishment unless specified in the

appointment letter and/or standing orders. The union therefore claim that the transfer order issued by the employer to the workman is illegal and unjustified and hence the same is liable to be set aside.

3. The employer filed written statement at Exb. 4. By way of preliminary objection the employer stated that the reference made by the Government is bad in law and not maintainable as what is referred by the Government u/s 10(1)(d) cannot and does not form part of the Industrial Dispute within the meaning of section 2(k) of the Industrial Disputes Act, 1947. The employer also contended that while referring the dispute the Government did not apply its mind. The employer stated that the workman was working at the head office since 1-3-73 and was one of the seniormost stenographer knowing most of the business correspondence of the management and due to business exigency the employer decided to put up another establishment at Mapusa for the preparatory work and for that purpose the employer decided to transfer one of the seniormost steno at Mapusa and accordingly vide letter dated 26-3-90 the workman was transferred to Mapusa. The employer stated that the workman remained absent for 2 days and thereafter on 29-3-90 she applied for privilege leave which was sanctioned. The employer stated that the workman was required to report for duty at the transferred place on 14-4-90 after the expiry of the privilege leave but instead of reporting for duty at the transferred place, she started making baseless and wild allegations against the management and therefore she was charge sheeted and subsequently enquiry was held against her. The employer stated that after the enquiry was completed, findings were submitted by the Inquiry Officer holding that the charges were proved against her. The employer stated that the competent authority accepted the findings of the Inquiry Officer and asked the workman to report for work at the transferred place by 20-9-91 but the workman refused to work at the transferred place. The employer denied that the workman was working only as a Steno and stated that she was working as a Steno cum Receptionist. The employer stated that only some of the workmen at the Workshop claim that they are the members of the union namely Goa Trade & Commercial Workers Union. The employer denied that any office staff or the sales staff were the members of the said union and stated that at no point of time the workman was the member of the said union prior to her transfer. The employer admitted that the union had submitted charter of demands and stated that the said charter of demands were not accepted to the management of the workmen and the majority of the workmen decided that they should settle the matter directly with the management in regards to the wage increase and improvement of the service conditions and therefore signed the settlement with the management. The employer denied that the management desired to break the unity of the workers or coerce the workers to sign the settlement. The employer denied that they tried to obtain signatures of the workmen on the settlement but admitted that some of the workmen from the workshop who claim to be the members of the

union did not accept the settlement. The employer stated that all the workmen of the office as well as sales staff forming the majority group signed the settlement. The employer denied that the workman was approached at any time or that she was forced to sign the papers without reading them. The employer stated that the draft of the settlement was infact typed by the workman. The employer denied that Mr. Nestor Gomes approached the workman for signing the settlement or that Mr. Rege or the Personnel Assistant of the Managing Partner approached the workman for signing the settlement. The employer stated that the allegations made by the workman are false and baseless. The employer denied that there is no establishment of the management at the address given in the transfer order or that the management never had any establishment at Mapusa. The employer denied that the transfer order issued to the workman is illegal, unjustified or malafided. The employer stated that since the transfer order was issued due to the business exigency the question of withdrawing the same did not arise. The management stated that the dispute raised by the workman before the Dy. Labour Commissioner was bad in law and the Government exercised its powers in excess of its jurisdiction and without applying its mind by referring the dispute to this Tribunal. The employer stated that since the transfer order is legal and justified the workman is not entitled to any relief as claimed by the union. The union thereafter filed rejoinder at Exb. 5 controverting the pleadings made by the employer in the written statement

4. On the pleadings of the parties following issues were framed.

1. Does Party No. I prove that Party No. II has no establishment/office at Mapusa and hence her transfer to Mapusa is not legal and proper ?
2. Does Party No. II prove that the transfer of Party No. I was necesitated on account of Business exigency ?
3. Does Party No. I prove that the reference made by the Government is not legal and proper ?
4. Whether Party No. I is entitled to any relief ?
5. What award or order?

5. My findings on the pleadings are as follows:

Issue No. 1: In the negative.

Issue No. 2: In the affirmative.

Issue No. 3: In the negative.

Issue No. 4: Workman is not entitled to any relief.

Issue No. 5: As per order below.

### REASONS

6. Issue No. 3: This issue is taken up first because it pertains to the maintainability of the reference. The first contention which has been raised by the employer in this respect is that the reference is bad because of non-

application of mind on the part of the Government. Adv. Shri Bandodkar the learned Advocate for the employer has submitted that the dispute is assumed by the Government only on one letter from the union. At the request of the employer the conciliation files concerning the transfer of the workman were called. In my view it is not for the Industrial Tribunal to go into the issue whether the Government had properly applied its mind or not before making the reference. It is also not for the Tribunal to find out whether there were sufficient materials before the Government to make the reference. In this respect I am supported by the Judgment of the Supreme Court in the case of Shambu Nath Goyal v/s Bank of Baroda, reported in AIR 1978 SC 1088. In para 7 of the judgment, the Supreme Court has held that the Power conferred by Sec. 10(1) on the Government to refer the dispute can be exercised not only where an industrial dispute exists but when it is also apprehended and from the material placed before the Government, the Government reaches an administrative decision whether there exists an industrial dispute or an industrial dispute is apprehended and in either even it can exercise its power under Sec. 10(1). The Supreme Court has held that the Court cannot canvass the order of reference closely to see if there was any material before the Government to support its conclusion, as if it was a judicial or quasi judicial determination. The Supreme Court has further held that if the dispute was an industrial dispute as defined in the Act, its factual existence and expediency of making a reference in the circumstances of a particular case are matters entirely for the Government to decide upon and it will not be competent for the court to hold the reference bad and quash the proceedings for want of jurisdiction merely because in its opinion there was no material before the Government on which it could have come to an affirmative conclusion of those matters. The Supreme Court held that the Tribunal or the Court cannot sit in appeal over the decision of the Government and come to a conclusion that there was no material before the Government. In view of the above judgment of the Supreme Court the contention of the employer that the reference is bad for non application of mind on the part of the Government in making the reference has no substance and hence the same contention is rejected.

The other contention which has been raised by the employer is that the dispute raised is not an industrial dispute within the meaning of Sec. 2(k) of the I. D. Act, 1947. In the course of the arguments Adv. Shri Bandodkar, the learned Advocate for the employer, submitted that no office staff or sales staff of the employer are the members of the Goa Trade and Commercial Workers' Union and also the workman prior to the transfer had informed that she is the member of the said union. If according to the employer the dispute referred is not an industrial dispute on the ground that the Goa Trade and Commercial Workers' Union (for short, "GTCWU") was not authorised to raise the dispute on behalf of the workman, there ought to have been specific pleadings to that effect in the written statement. However, no such pleadings are found. The only pleading which the employer made is that "What is referred by the

Government under Sec. 10(1)(d) cannot and does not form part of the Industrial Dispute within the meaning of Sec. 2(k) of the Industrial Dispute Act, 1947." These pleadings are very vague. Adv. Shri Bandodkar has relied upon the Judgment of the Bombay High Court in the case of P. D. Siddhaye v/s G. N. Patwardhan and others reported in 1998 (I) L.L.N. 514 on the point of pleadings. I have gone through the said Judgment. In this case the Bombay High Court has held that in so far as the Industrial law is concerned it is an accepted principle that pleadings cannot be placed on the same pedestal as requirement of pleadings before a Civil Court, and all that the Court requires is that there must be a basis before it for raising the issue. This Judgment of the Bombay High Court does not help the employer. What the High Court has held is that the requirement of pleadings in an industrial proceedings and the requirement of pleadings in Civil Court cannot be on equal footing. Which means that strict rules of pleadings cannot be applied to industrial proceedings. This by itself does not mean that the High Court has held that in an industrial proceedings pleadings are not required. Infact the High Court has held that what is required is that there must be basis before the Court for raising the issue. Therefore when the employer stated that the dispute referred is not an "industrial dispute" the employer ought to have given the basis for raising such an issue. This is required because the opposite party is entitled to know the grounds on which the objection is raised so that the said grounds can be met. A dispute may not fall within the meaning of "industrial dispute" for various reasons such as that the establishment of the employer is not an "industry", or that there is no demand on the employer, or that the union has no authority to raise the dispute etc. Therefore the pleadings are necessary so that the opposite party is aware of what case he has to meet. In the present case, as mentioned by me earlier, the employer never pleaded that the GTCWU has no authority to raise the dispute on behalf of the workman and therefore in my view the employer cannot be allowed to raise the objection now that the GTCWU had no authority to raise the dispute. However, even then, there is evidence to show that the said union has the authority to raise the dispute on behalf of the workman. The workman in her deposition stated that about 40 to 50 workers were working with the employer and all of them including herself are the members of GTCWU. This statement of the workman was not denied by the employer in her cross-examination. Though the employer's witness Shri Nestor Gomes who is the Asst. Personnel Officer, stated in his deposition that out of the 65 workers, 24 workers were the members of GTCWU. In the cross examination of the workman it was suggested to the workman that she became the member of GTCWU after she was transferred which suggestion was denied by her. Thus there is evidence on record that the workers of the employer were the members of GTCWU and the workman was one of them. However, according to the workman all workers were the members of the said Union, whereas according to the employer's witness 24 workers out of 65 workers were the members of the said union. In the case of workmen

of M/s Dharam Pal Prem Chand (Saugandhi) v/s M/s Dharam Pal Premchand (Saugandhi) reported in AIR 1966 SC 182 the Supreme Court has held that when some workmen of an establishment join the union of another establishment belonging to the same industry such an union may take up the cause of a workman working in the establishment and it would be an industrial dispute. The Supreme Court however has further held that this union should have a representative character vis-a-vis the employees employed in the establishment of the employer, that is, an appreciable number of workmen from the concerned establishment must have joined the said union. The same principles are laid down by the Supreme Court in the case of Workmen of Indian Express Newspaper Pvt. Ltd., v/s The Management of Indian Express Newspaper Private Ltd., reported in AIR 1970 SC 737. In this case 31 working journalists out of 131, working with the Indian Express Newspaper Pvt. Ltd., were the members of the Delhi Union of Journalist and the said union took up the dispute of the two employees working with the said company. The Supreme Court held that since about 25% of the working journalist working with the company were the members of the said union, it gave representative character to the said union. Therefore, it follows that only when the union has the representative character it gets the authority to espouse the dispute of a workman of an establishment. In the present case it is the case of the employer themselves that 24 out of 65 workers were the members of GTCWU, which means that about 40% of the workers were the members of GTCWU and hence it had the representative character and as such had the authority to raise the dispute of the workman. The employer has suggested to the workman in her cross examination that she became the member of GTCWU after she was transferred. The workman denied this suggestion. In the light of what is discussed above I hold that the dispute raised is an industrial dispute within the meaning of Sec. 2(k) of the I. D. Act, 1947. In the circumstances I hold that the employer has failed to prove that the reference made by the Government is not legal and proper. I, therefore, answer the issue No. 3 in the negative.

7. Issue Nos. 1 and 2: Both these issues are taken up together because they are interrelated. Shri Subhas Naik, representing the workman submitted that the workman had visited Mapusa and had gone to the place at the address mentioned in the transfer order and she found that there was establishment by name M/s N. D. Naik. He submitted that in the transfer order it was not mentioned as to whom she should report. He submitted that there was no post of steno at Mapusa and there was no one at Mapusa to assign the work to the workman and her transfer was mala fide and by way of victimisation because she had refused to sign the settlement. He submitted that the registration certificate produced by the employer shows that the establishment at Mapusa was not in existence when the workman was appointed and therefore she could not have been transferred at the establishment which has come into existence subsequently. He relied upon the Judgement of the

Kerala High Court in the case of S. Veeriah Reddiar v/s Presiding Officer, Labour Court, Quilon, reported in 1971 II LLJ, 127; the Judgment of the Supreme Court in the case of National Radio Corporation v/s Their workmen reported in 1963 I LLJ 282; and of the Karnataka High Court in the case of management of M/s Nippani Urban Co-op. Bank Ltd., v/s Workmen reported in 1992 I CLR 854; the Award of this Tribunal dated 26-7-1989 passed in Ref. No. IT/5/88 in support of his contention that the transfer of the workman to Mapusa is illegal and unjustified. Adv. Shri Bandodkar, the learned Advocate for the employer submitted on the other hand that the only ground on which the workman has challenged the transfer order is the ground of malafide, that is, her transfer was made only because she refused to sign the settlement. He submitted that no evidence has been produced by the workman to prove that she was being forced by the three employees whose names have been mentioned by her, to sign the settlement. He submitted that except for the statement of the workman there is no corroborative evidence. He referred to the letter of the workman dated 28th March 1990 Exb. 9 and submitted that in the said letter there is no mention that she was being forced by the three employees of the employer to sign the settlement. He submitted that in the reply dated 4th April, 1990 the employer had given the reasons for the transfer of the workman to Mapusa. He submitted that it is an admitted fact that all the employees had not signed the settlement, and if the employer wanted to victimise or act malafidely, the employer would have transferred all those employees or at least some of them who had not signed the settlement and hence this shows that there is no victimisation or malafides as alleged by the workman. Adv. Shri Bandodkar submitted that the notices produced at Exb. 18 colly shows that the settlement was being discussed and explained to the employees and the workman has not denied that she had typed the settlement and therefore the question of explaining the settlement to her or forcing her to sign the same did not arise. He submitted that the workman in her letter dated 5-5-90 Exb. 13 has not stated that she had gone to Mapusa and that she found that no establishment of the employer was in existence at the address given in the transfer order. He submitted that therefore the contention of the workman that she visited Mapusa and she found that no establishment of the employer was in existence at the address cannot be accepted. He submitted that on the other hand the employer has produced the registration certificate at Exb. 16 which shows that there was an establishment of the employer at Mapusa at the given address and the certificate was renewed every year from the year 1985. Adv. Shri Bandodkar relied upon the Judgment of the Supreme Court in the case of management of Cipla Ltd., v/s Jayakumar & R. N. another reported in 1998 I LLJ 460 in support of his contention that malafides had to be proved by the workman so as to make the transfer order illegal.

8. The dispute which has been referred by the Government for adjudication is as regards the transfer of the workman from Arlem-Margao to Mapusa with effect from 2-4-1990. The transfer order is dated 26th March 1990 and the same has been produced at Exb. 8. The workman has challenged this transfer order on two grounds namely that there was no establishment of the employer at Mapusa and that the transfer is malafide. The transfer order dated 26th March 1990 states that the workman is transferred to the establishment of the employer at Kochkar building, opposite Janki Shankar Hotel, Mapusa-Goa. In the said order it is also mentioned that at Mapusa she has to carry out the work related to the proposed establishment of the employer at 41/42 Mapusa Industrial Estate and that after the said establishment becomes operational she would be posted there.

9. Now let us see whether the workman has succeeded in proving the first ground namely that at Mapusa there was no establishment of the employer. The workman has examined only herself and no witness has been examined by her in support of her case. She has stated in her deposition that she received the transfer order on 26th March 1990 itself and that she went on leave on 27th and 28th March. She has stated that she went to Mapusa and found the board of Pradeep Enterprises at the address given in the transfer order, and that there was no board of Shri N. D. Naik and she met one Venkatesh Naik who was the employee of Pradeep Enterprises. She has further stated that thereafter she sent a letter Exb. 9 to the employer. The said letter is dated 28th March 1990. In her cross examination she stated that she went to Mapusa either on 27th or 28th March, 1990. She denied the suggestion that she had not gone to Mapusa or that there is an establishment of the employer at Kochkar Bldg., Janki Shankar Hotel, Mapusa. Except for the bare statement of the workman that she had gone to Mapusa either on 27th or 28th March 1990 and found that there was no establishment of the employer at Mapusa at the given address, there is no supporting evidence from the workman on this aspect. The workman has stated that after finding that there was no establishment, she sent a letter to the employer dated 28th March 1990 Exb. 9. I have gone through the said letter. In the said letter there is no mention at all about the non existence of the employer's establishment at the given address at Mapusa. On the contrary she has stated in her said letter that if she is transferred to Mapusa her entire family life will be upset as she resides at Navelim and her two children are schooling at Margao. Thus by this letter she has put forth her difficulties in going to Mapusa. If she had really gone to Mapusa prior to the writing of this letter as stated by her and found that there was no establishment of the employer at the given address, she would have definitely mentioned about the same in this letter. Mention about the same has been made for the first time only in the union's letter to the employer dated 16th April 1990 Exb. 11. The employer had replied to the workman's letter dated 28-3-90 vide letter dated 4th

April 1990 Exb. 10 denying the allegation that she is being harassed and victimised for refusing to sign a blank paper purporting to be "wage settlement". In the said letter she was informed that her further leave for 11 days was sanctioned as a special case in order to facilitate her in getting herself treated for ear problem at Ghataprabha and she was asked to report for work at Mapusa on 14-4-90. Now if it is the case of the workman that there was no establishment of the employer at Mapusa, she would have definitely replied back stating that there is no establishment of the employer at Mapusa at the given address. However, the workman did not do so. Therefore it is obvious that the workman subsequently took the stand through the union that there is no establishment of the employer at Mapusa as a matter of afterthought. In my view the workman instead of making an exercise of private investigation whether the establishment at Mapusa did exist or not, ought to have reported first at the transferred place, that is at Mapusa and then only she should have raised the contention that establishment at Mapusa did not exist if it was not existing. The employer on the contrary has led documentary evidence to prove that its establishment did exist at Mapusa at the given address. The employer through its witness Shri Nestor Gomes has produced the Registration Certificate at Exb. 16. The witness Shri Gomes has stated in his deposition that the establishment of the employer at Mapusa is registered under the Goa, Daman and Diu Shops and Establishment Act and it was started from 18-6-1985. The Registration Certificate Exb. 16 is issued by Labour Inspector, Mapusa and it states that the establishment of the employer is registered as a shop w. e. f. 18th June 1985. In the said certificate the name of the Establishment is mentioned as M/s Narcinva Damodar Naik and the address is mentioned as Kochkar Building, Opposite Janki Shankar Hotel, Mapusa-Goa, which is the same address as mentioned in the transfer order dated 26-3-90. The said certificate also shows that the registration of the establishment was renewed from time to time, that is from the year 1986 to 1994. This certificate therefore proves that the establishment of the employer did exist at Mapusa at the given address when the transfer order was issued to the workman. It is a settled law that oral evidence cannot substitute documentary evidence. I have mentioned earlier that no other evidence has been produced by the workman except for her bare statement. Mr. Nestor Gomes, the employer's witness has stated in his cross that at Mapusa the employer sells the spare parts and there was one person who was doing the work of selling spare parts, receiving cash, and depositing the same in the bank. He has stated that Pradeep Enterprises has its office in the same premises where the employer has its establishment, and the said establishment deals in the business of selling spare parts of Tata Trucks and Maruti cars. He has stated that the premises at Mapusa is divided into two parts by means of shelves. He has stated that the shops of the employer and that of Pradeep Enterprises are looked after some times by one person

and some times by two persons, who are the salesman or Asst. Salesmen, and there is no typist in any of the said shops. He has stated that at the time when the workman was transferred to Mapusa either one Venkatesh Naik or Rajendra Naik, Salesman was present in the shop of the employer. He has further stated that there is no separate office in the shop of the employer at Mapusa but there was a table and a chair besides the typewriter. All the above evidence sufficiently proves that there is an establishment of the employer at Mapusa at the address given in the transfer order and it was in existence at the time when the workman was transferred to Mapusa. I, therefore, hold that the workman has failed to prove that the employer has no establishment at Mapusa and that therefore her transfer to Mapusa is not legal and justified. I, therefore answer the issue No. 1 in the negative.

10. Now it is the contention of the employer that the workman was transferred to its establishment at Mapusa because of business exigencies namely that the employer wanted to acquire an establishment at Mapusa Industrial Estate and the workman was required to do the secretarial work in connection with the said new establishment. On the other hand it is the contention of the workman that the transfer is malafide because she had refused to sign the wage settlement. One of the contentions which has been raised by the workman is that since the establishment of the employer at Mapusa was not in existence when she was employed, she could not have been transferred there. The workman has relied upon the Award of this Tribunal dated 26-7-1989 passed in Ref. No. IT/5/88. I have gone through the said Award. In the said case, on considering the judgements of the Supreme Court reported in 1961(1) LLJ 262 and AIR 1966 SC 650, the Tribunal held that the employer has no inherent right to transfer his employee to another place where he chooses to start his business subsequent to the date of employment. The Tribunal held that there should be an express terms of contract of service between the employer and the employee that the latter should serve in any other concern etc. Therefore it is necessary to see the letter of appointment of the workman. The letter of appointment dated 22-2-73 was shown to the workman in her cross examination from records of the enquiry proceedings file Exb. 15 and she admitted that it is her appointment letter. In the said appointment letter it is clearly mentioned that whenever necessary, she may have to work at the office on the station road or other places of business following their respective working times. Therefore in the appointment letter there is an express term that the workman will have to work at any other place of business of the employer when desired by the employer. The records of the enquiry proceedings produced at Exb. 15 contains the certified standing orders of the employer. Clause 16 of the said orders deals with transfer. As per clause 16(1) in the interest of the employer's work, a workman is liable to be transferred at the discretion of the management from one job to



another or from one department/section to another or from one unit or establishment to another office or establishment (existing or future). Therefore, the Award of this Tribunal in the above referred case is not applicable to the workman because her appointment letter contained the provision for her transfer to any other place of business of the employer and the certified standing orders of the employer also empowered the employer to transfer a workman to any other unit, office, establishment existing or future. Certified Standing Orders are nothing but terms and conditions of service applicable to a workman and the workman is bound by the said terms and conditions. Therefore there is no substance in the contention of the workman that she could not be transferred at Mapusa because the establishment at Mapusa was not existing when she was employed. The judgement of the Kerala High Court in the case of S. Veeriah Reddiar (supra) relied upon by the workman is also not applicable to the facts in the present case because in that case the question involved was whether a right of transfer is implied in contract of service and the High Court held that it depends upon the particular nature of the employment. In the present case transfer of the workman was expressly provided for in her appointment letter dated 22-2-1973 and also the Certified Standing Orders provided for the same, and therefore there is no question of implied right of transfer in the contract of service. For the same reasons the judgement of the Karnataka High Court in the case of Management of M/s Nippani Urban Coop. Bank Ltd. (supra) relied upon by the workman is also not applicable to the present case.

11. The other main contention of the workman is that the transfer is malafide because she had refused to sign the wage settlement. The workman has relied upon the judgement of the Supreme Court in the case of National Radio Corporation (supra). In this case considering the oral as well as documentary evidence on record, the Tribunal came to the finding that the orders of transfer were made to victimise the concerned workman and were result of unfair labour practice. The Tribunal found that the evidence on record showed that the relationship of the management and the union was strained for a considerable time past and the management had held out threats for closing the factory on account of the strained relationship between it and the union members and the transfer was not bonafide. The High court held that the findings of the Tribunal were supported by evidence and disagreed that they were perverse. The above judgement by the Supreme Court therefore lays down the law that if the evidence on record shows that the employer acted malafidely in transferring the workman or so as to victimise him, the transfer order is illegal and not justified. The Supreme Court in the case of the Hindustan Lever Ltd. v/s The Workmen reported in AIR 1974 SC 17 has held that the transfer of an employee from one department to another is at the discretion of the management provided the terms and conditions of service

are not affected. The Supreme Court has held that if the order of transfer is prima facie valid, the burden of proving that it is invalid lies on the workman and in the absence of any finding that the order of transfer was malafide or vitiated by unfair labour practice, the award of the court directing the reposting of the workman in his original department was bad and should be set aside. In the present case, as mentioned earlier, the appointment letter of the workman states that she may have to work at other places of business wherever necessary. The standing orders also state that a workman is liable to be transferred at the discretion of the management from one job to another or from one department/section to another or from one unit or establishment to another or office or establishment (existing or future). There is no conflict between the letter of appointment and the certified standing orders of the employer as held by the Supreme Court in the case of Management of Cipla (supra). Therefore in terms of the letter of appointment and the standing orders, the workman could be transferred at the establishment of the employer at Mapusa. As per clause 16(ii) of the Certified Standing Orders a workman is liable to do any alternate work provided by the management, in the event of lack of work on the job for which he is normally employed or due to the exigencies of the firm's that is, the employer's work. In view of this provision the contention of the workman that she was doing only the work of a steno and hence she could not have been asked to do the secretarial work at Mapusa or that since there was no post of steno at Mapusa she could not have been transferred to Mapusa does not hold good. Since the establishment of the employer is a private establishment, nothing prevents the employer from creating a post at any of its establishment. In my view therefore the order of transfer issued to the workman was valid. Now what remains to be seen is whether the said order was malafide as contended by the workman and whether the workman has succeeded in proving the malafides by leading sufficient evidence.

12. It is the contention of the employer that the workman was transferred to the establishment at Mapusa because of business exigencies being that the employer wanted to acquire an establishment at Mapusa Industrial Estate and the workman was required there to do the secretarial work in connection with the said new establishment. The Supreme Court in the case of E. P. Royappa v/s State of Tamil Nadu and another reported in AIR 1974 SC 555 has held that transfer on account of exigencies of administration is valid. The Supreme Court in the case of the Management of the Syndicate Bank Ltd. v/s The Workmen reported in AIR 1966 SC 1283 had held that it is the right of an employer to decide the necessity of transfer, but the transfer should not be malafide or for punishing the employee for his trade union activities. The Supreme Court has held that the Tribunal should not reach the finding of malafide capriciously or on flimsy ground but only if there is sufficient and proper evidence in support of the finding. According to the workman the

transfer is malafide because she had refused to sign the wage settlement. The workman in her deposition has stated that in the year 1989 a charter of demand was submitted to the employer. She has stated that she did not sign the settlement which was brought to her by Mr. Nester Gomes on 28-2-90 and that she told him that she will not sign until she had read the contents to which he said that copy would be given her afterwards. She has stated that two days thereafter Personnel Manager Mr. Rege came and asked her to sign and she told him that unless she had read, she will not sign. She has further stated that the last person to contact her for signing the settlement was Mrs. Maureen Fernandes, the Secretary to the Managing Director. The employer has examined Mr. Nester Gomes as its witness. He has produced the settlement dated 7th March 1990 signed by the majority workers at Exb. 17. He has stated that before signing the settlement discussions were held in the canteen and the workman had taken part in the said discussions. He has produced the three notices dated 23-2-90, 5-3-90 and 6-3-90 at Exb. 18 colly. all these notices show that the workers were asked to assemble in the canteen to discuss the proposal on the wage settlement. As per the notice dated 23-2-90 discussion was to be held on 24-2-90 in the canteen at 4.30 p. m. as per the notice dated 5-3-90 the discussion was to be held on 5-3-90 in the canteen at 5.00 p. m. and as per the notice dated 5-3-90, the Managing Partner was to address the workers in the show room at 5.00 p. m. These notices are neither disputed nor denied by the workman. No suggestion whatsoever was put to the witness that no such discussion took place or that the workman never participated in the discussion. It is the case of the workman that she was approached by Mr. Nester Gomes to sign the settlement on 28-2-90 and two days thereafter Mr. Rege approached her and then Mrs. Maureen Fernandes, and that she refused to sign the settlement. It is difficult to believe this story of the workman, as it is contrary to the evidence produced by the employer. The notices dated 23-2-90, 5-3-90 and 6-3-90 produced at Exb. 18 colly proves that the terms of the settlement were not finalised at least till 5-3-90. The settlement was still under discussion till 5-3-90. This being the case, how Mr. Nester Gomes would approach and ask the workman to sign the settlement on 28-2-90 when it was not in existence at all on that day. Besides, in the letter dated 28-3-90 Exb. 9 the workman took the stand that she is being harassed because on 28-2-90 she refused to sign on the blank paper purported to be a wage settlement. However in her deposition she never stated that she was asked to sign on a blank paper and that she refused to sign the same. Moreover no suggestion whatsoever was put to Mr. Nester Gomes that he had approached the workman on 28-2-90 for signing the settlement. Similarly the contention of the workman that she was thereafter approached by Mr. Rege and Mrs. Maureen Fernandes for signing the settlement also cannot be accepted because the settlement was not ready when

the said person are said to have approached the workman. Besides, no suggestion was put to the employer's witness Shri Nester Gomes that Mr. Rege and Mrs. Maureen Fernandes had approached her for obtaining her signature on the settlement. The contention of the workman that she was approached by Mrs. Maureen Fernandes is proved to be false because the employer has produced through its witness Shri Nester Gomes the leave register of Mrs. Maureen Fernandes from 1990 to December 1990 at Exb. 20 which shows that she was absent from 12th February to 1990 to 17th March 1990. In the cross examination of Shri Nester Gomes the workman did not deny that Mrs. Maureen Fernandes was on leave from 12th February 1990 to 17th March 1990 nor suggested that the leave register produced by the employer is false. The workman also did not deny the statement made by the employer's witness Shri Nester Gomes in his deposition that the draft of the settlement was typed by the workman herself which means that the workman was aware of the terms of the settlement and therefore her statement that she refused to sign the settlement unless she had read the contents of the same cannot be believed. In my view therefore the workman has failed to prove that she was being forced by the three employees of the employer namely Shri Nester Gomes, Shri Rege and Mrs. Maureen Fernandes to sign the settlement and that because she refused to sign she was transferred to the establishment at Mapusa. The workman has not led any evidence to prove malafides of the employer in transferring her to establishment at Mapusa. The employer's witness Shri Nester Gomes stated in his cross that the workman was transferred to Mapusa to process the work of acquiring new establishment of the employer in Mapusa Industrial Estate and that she was required to do the secretarial work at Mapusa such as typing, filling forms and do the follow up work. This statement of the witness was not denied by the workman. There was no suggestion from the workman that the employer never intended to acquire any establishment at the Mapusa Industrial Estate. The employer's witness Shri Nester Gomes, stated in his cross that 24 workers had not signed the settlement and the workman Smt. Ferly Vaz also had not signed the settlement. He has further stated in his cross that the employer has shops at Mapusa, Panaji, Bicholim, Sanquelim, Curchorem, Tiska. If it is the case of the workman that she was transferred because she had refused to sign, in that event the employer would have also transferred at least some workers out of the 24 workers who had also not signed the settlement. There is no evidence on record to show that the employer did so. In the light of what is discussed above, I hold that the workman has totally failed to prove that her transfer to the establishment at Mapusa was malafide because she had refused to sign the settlement. It appears that the workman has challenged the transfer order mainly because she would have faced difficulties in reporting for work at the transferred place. This is evident from



the letter dated 28th March 1990 Exb. 9 written by her to the employer. At para. 6 of the said letter she has clearly stated that she is living in her house at Navelim with her two school going children in Margao and that the proposed transfer will upset her entire family life. The Supreme Court in the case of Gujrat Electricity Board and another v/s Atmaram Sungomal Poshani reported in 1989 (2) SCC 602 has held that no Government servant or employee of public undertaking has legal right for being posted at any particular place and that whenever a public servant is transferred he must comply with the order but if there be any genuine difficulty in proceeding on transfer it is open to him to make representation to the competent authority for stay, modification or cancellation of the transfer order and if the order of transfer is not stayed, modified or cancelled the concerned public servant must carry out the order of transfer, and he has no justification to avoid or evade the transfer order merely on the ground of having made a representation or on the ground of his difficulty in moving from one place to another. I therefore hold that the workman has failed to prove malafides against the employer in issuing the transfer order to her. In the circumstances I hold that the transfer of the workman to the establishment at Mapusa was not malafide but it was necessitated on account of business exigency. I, therefore answer the issue no. 2 in the affirmative. This being the case I further hold that the transfer of the workman from Arlem, Margao, to Mapusa w.e.f. 2-4-1990 is legal and justified.

13. Issue No. 4: Since it has been held by me that the transfer of the workman to establishment of the employer at Mapusa is legal and justified, the question of the workman being entitled to any relief does not arise. I, therefore hold that the workman is not entitled to any relief and answer the issue accordingly.

In the circumstances, I pass the following order.

#### ORDER

It is hereby held that the action of the management of M/s Narcinva Damodar Naik, Arlem, Margao, in transferring the workman Smt. Ferly Vaz, Stenographer-cum-Receptionist, from Arlem, Margao, to Mapusa w.e.f. 2-4-1990 is legal and justified. It is hereby further held that the workman is not entitled to any relief.

No order as to cost. Inform the Government accordingly.

Sd/-  
(AJIT J. AGNI),  
Presiding Officer,  
Industrial Tribunal.

Office of the Commissioner of Labour

#### Order

No. CL/ESI/PFG/(73)/99/6267

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/1/5/28(4)/96 dated 8-7-1999, the Government is pleased to appoint Dr. Vishwajit V. Faldessai, on temporary basis as Sr. Orthopaedic Surgeon (Group "A" Gazetted) under the ESI Scheme in the pay scale of Rs. 10,000-15,200/- plus other allowances as admissible under the rules and post him in the ESI Hospital, Margao.

Dr. Vishwajit V. Faldessai, has already been examined by the Medical Board of the Goa Medical College and found fit. His appointment is subject to verification of character and antecedents.

Dr. Faldessai, shall be on probation for a period of two years.

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner, Labour and  
Ex-Officio Joint Secretary.

Panaji, 24th December, 1999.

Office of the State Director of Craftsmen Training

#### Order

NO. 4/1/98-SDCT/EST/2827

Read:- Order No. 16/4/98-SDCT/EST/2499 dated 30-9-98 Transferring the Principals of I. T. I. s.

In partial modification of the above referred order dated 30-9-98 the postings of the following two officers on transfer appearing at Sr. No. 1 & 4 shall be read as follows instead of what is appearing in the above said order:

Sr. No.	Name and Designation of the Officer	Place where working	Place where transferred and Designation
1	2	3	4
1.	Shri V. K. Khedekar, Vice Principal	I.T.I., Farmagudi	I.T.I., Margao as Principal
2.	Shri R. G. Rao, Principal	I.T.I., Margao	I.T.I., Farmagudi Vice Principal.

Shri R. G. Rao, shall also hold the additional charge of the post of the Principal, I. T. I., Farmagudi in addition to his own duties as Vice Principal.

R. S. Mardolker, Commissioner, Labour and State Director of Craftsmen Training.

Panaji, 9th November, 1998.

#### Notification

No. CL/(BCWA-6)/96/5806

In exercise of the powers conferred by sub-section (1) of section 5 of the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Central Act 27 of 1996) (hereinafter called the said Act) the Government of Goa, hereby constitutes an expert committee consisting of Secretary (Labour), Government of Goa, as Chairman, Superintending Engineer (Buildings), Public Works Department, Government of Goa and Shri Anil Khaunte, for the purposes of said sub-section (1) of Section 5 of the said Act.

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner, Labour and Ex-Officio Joint Secretary.

Panaji, 29th November, 1999.

#### Department of Law and Judiciary

Law Establishment Division

#### Order

No. 1-24-84/LD

Read: Government Order No. 1-24-84/LD dated 25-6-1987.

Government of Goa is pleased to include the name of Shri B. V. Sukhtankar, Advocate, Ponda-Goa in the panel of Advocates constituted vide above mentioned Government order dated 25-6-1987 for the purpose of appointment as Government Counsel in the District Courts and subordinate courts in the State of Goa under the terms and conditions as prescribed by Government of Goa vide office Memorandum No. 1-24-84/LD dated 25-6-1987.

He will be entitled to receive his fees as per the terms and conditions contained in office Memorandum of even number dated 25-6-1987 and as revised from time to time on submission of bills (in duplicate) to this Department attaching therewith the attendance certificates issued by respective Courts.

The allotment of the briefs of the case will be done by this Department.

By order and in the name of the Governor of Goa.

Ashok N. P. Dessai, Under Secretary (Law).

Panaji, 17th April, 2000.

#### Notification

No. 5-40-2000/LD (Esst.)

In exercise of the powers conferred by section 3 of the Notaries Act 1952 (Central Act 53 of 1952) read with Rule 7, of the Notaries Rules 1956, the Government of Goa is pleased to appoint Shri Ashok Naik as a Notary for a period of five years in the Mormugao Taluka.

By order and in the name of the Governor of Goa.

Ashok N. P. Dessai, Under Secretary (Law).

Panaji, 13th April, 2000.

#### Notification

No. 5-40-2000/LD (Esst.) (1)

In exercise of the powers conferred by section 3 of the Notaries Act 1952 (Central Act 53 of 1952) read with Rule 7, of the Notaries Rules 1956, the Government of Goa is pleased to appoint Shri Ramkrishna S. Naik as a Notary for a period of five years in Ponda Taluka with effect from 18-4-2000.

By order and in the name of the Governor of Goa.

Ashok N. P. Dessai, Under Secretary (Law).

Panaji, 18th April, 2000.

#### Notification

No. 5/40/2000/LD (Esst.) (3)

In exercise of the powers conferred by section 3 of the Notaries Act 1952 (Central Act 53 of 1952) read with Rule 7, of the Notaries Rules 1956, the Government of Goa is pleased to appoint Shri Ranjit Satardekar as a Notary for a period of five years in the Tiswadi Taluka with effect from 19-4-2000.

By order and in the name of the Governor of Goa.

Ashok N. P. Dessai, Under Secretary (Law).

Panaji, 19th April, 2000.

**Notification**

No. 5/40/2000/LD-Esst (1)

In exercise of the powers conferred by section 3 of the Notaries Act 1952 (Central Act 53 of 1952) read with Rule 7, of the Notaries Rules 1956, the Government of Goa is pleased to appoint Shri J. J. Agnel Crasto as a Notary for a period of five years in Tiswadi Taluka with effect from 20-4-2000.

By order and in the name of the Governor of Goa.

Ashok N. P. Dessai, Under Secretary (Law).

Panaji, 20th April, 2000.

**Notification**

No. 5-40-2000/LD (Esst.) (4)

In exercise of the powers conferred by section 3 of the Notaries Act 1952 (Central Act 53 of 1952) read with Rule 7, of the Notaries Rules 1956, the Government of Goa is pleased to appoint Miss Sarojini Da Costa alias Maria Vanda Sarojini da Costa as a Notary for a period of five years in Salcete Taluka with effect from 18-4-2000.

By order and in the name of the Governor of Goa.

Ashok N. P. Dessai, Under Secretary (Law).

Panaji, 18th April, 2000.

**Notification by the High Court of Judicature  
Appellate Side, Bombay**

No. A. 3945/G/83.

In exercise of the powers conferred by section 13 of the Code of Criminal Procedure 1973, the Honourable the Chief Justice and Judges, hereby appoint within and for the local area mentioned against the names of each of the following persons to be Special Judicial Magistrates for a period of one year with effect from the date they take charge. Their Lordships further confer upon these persons the power to record confessions, dying declaration witness statements under Section 164 of the code and holding of identification parades and all the powers of a Second Class Judicial Magistrate under the said code in respect of such cases, as are assigned to them by the Chief Judicial Magistrates concerned in consultation with the District and Sessions Judge of Panaji.

- 1) Shri S. V. Usgaonkar — Pernem and Bicholim
- 2) Shri S. P. Pilarnekar — Ponda and Satari

Their Lordships further confer upon the above persons with all the powers of Magistrates only in respect of dealing with the traffic offence cases under the New Motor Vehicles Act, 1988.

High Court, Appellate Side,  
Bombay, 19th April, 2000.

S. R. SATHE  
Registrar.

**Department of Panchayati Raj and  
Community Development**

Directorate of Panchayats

**Notification**

No. 19/32/DP/PAN/SARP/98/969

In pursuance of sub-section (1) Section 46 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) it is hereby notified for the information of the public that the member mentioned in column No. 3 of the schedule herebelow have been elected as Sarpanch to the Panchayat mentioned in the corresponding entry No. 2 of the said schedule in the meeting held on 22-2-2000.

**SCHEDULE**

Sr. No.	Name of the Panchayat	Name and Address of Sarpanch	Name & Address of Dy. Sarpanch
1	2	3	4
1.	Morlem Satari Block	Shri Yeshwant Pandurang Gawade, Rch. Colony, Morlem Anjunem, Ward, No. 6, Morlem, Satari-Goa.	—

G. G. Kambli, Director of Panchayats.

Panaji, 24th April, 2000.

**Notification**

No. 19/32/DP/PAN/SARP-Dy. SARP/98/968

In pursuance of sub-section (1) Section 46 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) it is hereby notified for the information of the public that the member mentioned in column No. 4 of the schedule herebelow have been elected as Dy. Sarpanch to the Panchayat mentioned in the corresponding entry No. 2 of the said schedule in the meeting held on 9-2-2000.

## SCHEDULE

Sr. No.	Name of the Panchayat	Name and Address of Sarpanch	Name & Address of Dy. Sarpanch
1	2	3	4
1.	Arpora Nagoa Bardez Block.	—	Shri Pol J. D. Souza H. No. 574, Arpora Baga, Bardez Goa.

G. G. Kambli, Director of Panchayats.

Panaji, 24th April, 2000.

## Notification

No. 19/32/DP/PAN/SARP-Dy. SARP/98/967

In pursuance of sub-section (1) Section 46 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) it is hereby notified for the information of the public that the member mentioned in column No. 3 of the schedule herebelow have been elected as Sarpanch to the Panchayat mentioned in the corresponding entry No. 2 of the said schedule in the meeting held on 2-3-2000.

## SCHEDULE

Sr. No.	Name of the Panchayat	Name and Address of Sarpanch	Name & Address of Dy. Sarpanch
1	2	3	4
1.	Querim Satari Block	Smt. Chandravati Chandrakant Gawas Ward No. 2, Querim, Satari-Goa.	—

G. G. Kambli, Director of Panchayats.

Panaji, 24th April, 2000.

## Notification

No. 19/32/DP/PAN/SARP-Dy. SARP/98/971

In pursuance of sub-section (1) Section 46 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) it is hereby notified for the information of the public that the member mentioned in column No. 3 of the schedule herebelow have been elected as Sarpanch to the Panchayat mentioned in the corresponding entry No. 2 of the said schedule in the meeting held on 6-3-2000.

## SCHEDULE

Sr. No.	Name of the Panchayat	Name and Address of Sarpanch	Name & Address of Dy. Sarpanch
1	2	3	4
1.	Arpora-Nagoa Bardez Block	Smt. Nutan R. Nagvekar Arraiswada, Nagoa, Bardez	—

1	2	3	4
2.	Nachinola Bardez Block	Smt. Martha P. Fernandes Uaiginnvaddo, Nachinola, Bardez	—
3.	Tivim Bardez Block	Shri Raymond Menezes Auchit-Vaddo, H. No. 1306 Tivim, Bardez	—
4.	Verla-Canca Bardez Block	Shri Mohan Pandurang Sawant, Khalapvaddo, Verla-Canca, Bardez	—
5.	Netorlim Sanguem Block	Shri Shahikant Shrikant Gaonkar, Jaquem-Netorlim Sanguem	—
6.	Paroda Salcete Block	Shri Gabriel Antonio Fernandes, H. No. 259/2, Mullas-Paroda, Salcete	—

G. G. Kambli, Director of Panchayats.

Panaji, 24th April, 2000.

## Notification

No. 19/32/DP/PAN/SARP-Dy. SARP/98/970

In pursuance of sub-section (1) of Section 46 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) it is hereby notified for the information of the public that the member mentioned in column No. 3 of the schedule herebelow have been elected as Sarpanch to the Panchayat mentioned in the corresponding entry No. 2 of the said schedule in the meeting held on 11-2-2000.

## SCHEDULE

Sr. No.	Name of the Panchayat	Name and Address of Sarpanch	Name & Address of Dy. Sarpanch
1	2	3	4
1.	Usgao Ganjem Ponda Block	Shri Dnyaneshwar Mahadev Madkaikar, Nanus Usgao, Ponda	—
2.	Torxem Pernem Block	Shri Dnyandev Krishna Bandekar, Sacral, Torxem Pernem	—

G. G. Kambli, Director of Panchayats.

Panaji, 24th April, 2000.

**Notification**

No. 19/32/DP/PAN/SARP-Dy. SARP/98/972

In pursuance of sub-section (1) of Section 46 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) it is hereby notified for the information of the public that the member mentioned in column No. 3 of the schedule herebelow have been elected as Sarpanch to the Panchayat mentioned in the corresponding entry No. 2 of the said schedule in the meeting held on 7-3-2000.

**SCHEDULE**

Sr. No.	Name of the Panchayat	Name and Address of Sarpanch	Name & Address of Dy. Sarpanch
1	2	3	4
1.	<u>Sarzora</u> Salcete Block	Shri Santan Conceicao Rebello, H. No. 486, Narampoi, Sarzora	—
2.	<u>Corlim</u> Tiswadi Block	Smt. Minal Motiram Dhulapkar, Dhulapi, H. No. 353, Corlim	—
3.	<u>Siridao-Palem</u> Tiswadi Block	Smt. Joanita Sebastiao Marques, Jesus Nazareth H. No. 95, Siridao	—
4.	<u>Fatorpa-Quitto</u> Quepem Block	Shri Umakant Uttam M. Dessai, Quitto, Quepem	—
5.	<u>Cotigao</u> Canacona Block	Smt. Arati Gajanan Gaonkar, Yedda, Cotigao	—

G. G. Kambli, Director of Panchayats.  
Panaji, 24th April, 2000.

**Notification**

No. 19/32/DP/PAN/SARP-DY. SARP/98/973

In pursuance of sub-section (1) of Section 46 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) it is hereby notified for the information of the public that the member mentioned in column No. 4 of the schedule herebelow have been elected as Dy. Sarpanch to the Panchayat mentioned in the corresponding entry No. 2 of the said schedule in the meeting held on 10-3-2000.

**SCHEDULE**

Sr. No.	Name of the Panchayat	Name and Address of Sarpanch	Name & Address of Dy. Sarpanch
1	2	3	4
1.	<u>Querim</u> Satari Block	—	Shri Rajaram Vishnu Majik r/o Ghonteli, Keri, Satari.

1	2	3	4
2.	<u>Anjuna-Caisua</u> Bardez Block	—	Shri Hanumant Uttam Lingudkar, H. No. 1135, Mayalvaddo, Anjuna-Caisua

G. G. Kambli, Director of Panchayats.  
Panaji, 24th April, 2000.

**Notification**

No. 19/32/DP/PAN/SARP-DY. SARP/98/974

In pursuance of sub-section (1) of Section 46 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) it is hereby notified for the information of the public that the member mentioned in column No. 3 and 4 of the schedule herebelow have been elected as Sarpanch and Dy. Sarpanch to the Panchayat mentioned in the corresponding entry No. 2 of the said schedule in the meeting held on 15-2-2000.

**SCHEDULE**

Sr. No.	Name of the Panchayat	Name and Address of Sarpanch	Name & Address of Dy. Sarpanch
1	2	3	4
1.	<u>Sirigao</u> Bicholim Block	Shri Vasant Bala Gaonkar H. No. 29/2, Wadachawada, Sirigao, Bicholim	—
2.	<u>St. Estevam</u> Tiswadi Block	Shri Ramesh Gurudas Phadte r/o Akado, St. Estevam	—
3.	<u>Curti-Khandepar</u> Ponda Block	Smt. Suman Narayan Naik r/o-Near Sateri Temple,	Shri John Minguel B. Pereira, Opa Curti, Ponda Khandepar, Ponda.

G. G. Kambli, Director of Panchayats.  
Panaji, 24th April, 2000.

**Department of Public Health**

**Order**

No. 24/1/2000-I/PHD

Read: Government Notification No. 13/1/95-I/PHD (PF)  
dated 21st December, 1995.

Government is pleased to recognise the "Swasthiyog  
Prathistan Fracture and Orthopaedic Hospital", Miraj as

recognised Hospital for purpose of Mediclaim for the residents of Goa for specialized treatment of "Illizarov Instrumentation", under the Rules and the procedure laid down by the Government from time to time.

By order and in the name of the Governor of Goa.

T. J. Faleiro, Joint Secretary (Health).

Panaji, 20th April, 2000.

#### Order

No. 11/3/97-IV/PHD

Government is pleased to declare Dr. Aparna Batra, Lecturer in Prosthodontics in Goa Dental College & Hospital, to have completed satisfactorily her probation period of two years from 19-1-1998 to 18-1-2000.

By order and in the name of the Governor of Goa.

T. J. Faleiro, Joint Secretary (Health).

Panaji, 25th April, 2000.

#### Department of Revenue

#### Order

No. 18-1-93/RD

Read:- Order No. 6/4/91-PER (Part-I) (A) dated 17-4-2000.

On placement of the services of Shri R. B. Kawthankar, by the Department of Personnel, and in exercise of the powers conferred by Article 118 of the Legislative Diploma No. 2070, dated 15-4-1961, the Government of Goa is pleased to appoint Shri R. B. Kawthankar, Junior Scale Officer of Goa Civil Service, as the Administrator of Comunidades of North Zone, Mapusa, with effect from date he assumed charge.

The appointment shall be on deputation, which shall be initially for a period of one year and shall be governed by the standard terms of deputation as contained in the Personnel Department's O. M. No. 13/4/74-PER dated 10-10-1990 as amended from time to time.

By order and in the name of the Governor of Goa.

D. M. Borkar, Under Secretary (Revenue).

Panaji, 19th April, 2000.

#### Notification

No. 22/12/97-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for construction of mining road in Bicholim and Pilgaon in Bicholim Taluka.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 ( Central Act 1 of 1894 ) ( hereinafter referred to as the "said Act" ) that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner

4. The Government further appoints, under clause (c) of section 3 of the said Act, the special Land Acquisition Officer (North), Mapusa to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. Special Land Acquisition Officer (North), Mapusa, Bardez-Goa.
3. The Director of Settlement & Land Records, Panaji.

6. A rough plan of the said land is available for inspection in the Office of the Special Land

Acquisition Officer (North), Mapusa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

## SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Bicholim & Pilgao

Survey No./ Sub-Div. No./	Names of the persons believed to be interested	Appx. area in sq. mts.
1	2	3

## BICHOLIM VILLAGE

18/12	O: Cyrit Fernandes. Natty Fernandes. Clarence Fernandes. Cedrick Fernandes.	100
18/14	O: Gangaram Vasu Parab Gaonkar. Durgabai Dattu P. Gaonkar Shambhu Babani P. Gaonkar. Manorama Shrirang P. Gaonkar. Suresh S.P. Gaonkar. Bhicaro Ganesh P. Gaonkar. Rukmini Saji P. Chodankar. OR: Vithal Mandrekar. Laxman Vithal Chavan.	600
18/17	O: Vasudeo Yeshwant Amonkar. OR: Shanu Mandrekar.	600
18/27	O: Shanu Govind Parab. Ramchandra Pandu Parab Gaonkar. Shambhu Arjun Parab. Yeshwant Maso Parab. Naraina Dattu Parab. Antulo Surba Parab. Janardhan Krishna Parab. Jaidev S. Parab. Gangaram Vasu Parab. Bhicaro G. Parab. Navso S. Parab.	1300
18/28	O: Mohan Raghunath Kansar. Gajanan Raghunath Kansar. Ulhas Raghunath Kansar.	5600
76/1	O: Damodar Pandurang Naik. Anant Pandurang Naik. Upendra Pandurang Naik. Atchut Pandurang Naik. Ganpat Sonu Mandrekar. Ramakant Narayan Navelkar.	33940

## PILGAO VILLAGE

25/1	O: Naina Umakant Shenvi Pilgaonkar. Shaila Mohandas Pai.	1600
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1	2	3
25/2	O: Shripad Vaikunth Naik.	5000
27/0	O: Comunidade of Pilgao. OR: Hiru Fatu Parab Gaonkar.	1600
165/1	O: Sinny Anton. T: Deu Rama Kavlekar.	700
165/2	O: Shri Devi Shantadurga. Hari Vishnu Sainekar. Govind Someshwar Sainekar. T: Dattulo Ladko Kavlekar.	490
165/4	O: Kamlabai Krishna Parab Gaonkar.	910
165/5	O: Boaventur Pereira. T: Vishnu Sadgo Kavlekar.	1015
165/6	O: Gurudas Y. Sanjgiri. Shivram M. Sanjgiri. T: Krishna Shiya Kavlekar.	280
165/17	O: Sinny Anton. T: Deu Rama Kavlekar.	970
165/8	O: Vishwanath Vishnu Bhate. T: Vishnu Sako Jalmi.	1000
165/14	O: Narayan Balkrishna Sinai Pilgaonkar. T: Babuso K. Pednekar.	835
165/15	O: Narayan Balkrishna Sinai Pilgaonkar. T: Pandurang Rama Salekar.	385
165/16	O: Mana Deuli. T: Tukaram Vasu Kavlekar.	1390
165/17	O: Narayan Balkrishna Shenvi Pilgaonkar. T: Pandurang Rama Salekar.	475
166/2	O: Mahadev Krishn Nighale. T: Vaikunth Fundalik Parab.	955
166/3	O: Vishnu Krishna Nighale. T: Vishnu Mahadev Palkar.	990
166/5	O: Alabohim D'Sa. T: Antu Bhiculo Fatto.	1000
166/7	O: Armando Antonio de Cruz de Souza. T: Datta Sitram Naik.	490
166/8	O: Armando Antonio de Cruz de Souza. T: Vasedeo Atmaram Vaigankar.	850
166/9	O: Armando Antonio de Cruz de Souza. T: Datta Sitram Naik.	625
167/1	O: Narayan Balkrishna Shenvi Pilgaonkar. T: Govind Shanker Tivrekar.	865
167/2	O: Mana Deuli. T: Tukaram Vasu Tivrekar.	850
167/3	O: Armando Antonio de Cruz D' Souza. T: Datta Sitaram Naik.	450



1	2	3
167/4 O:	Harichandra Babal Naik.	750
167/5 O:	Mukund Karapurkar.	570
T:	Vishnu Mahadev Palkar.	
151/1 O:	Damodar Pandurang Naik.	7000
	Lillesh Shashikant Phadte.	
OR:	Bhico Hari Valavalkar.	
	Vishnu Palkar.	
Total.....		74,185

By order and in the name of the Governor of Goa.

D. M. Borkar, Under Secretary (Revenue).

Panaji, 25th April, 2000.

### Notification

No. 22/110/96-RD

Whereas by Government Notification No. 22/110/96-RD dated 7-5-98 published on pages 75 and 76 of Series II, No. 7 (Extraordinary) of the Official Gazette dated 7-5-1998 and in two newspapers (i) Gomantak dated 25-5-1998 and (ii) Navhind Times dated 25-5-1998, it was notified under section 6 of the Land Acquisition Act, 1894 (hereinafter referred to as the 'said Act') that the Land specified in the Schedule appended to the said notification (hereinafter referred to as the 'said land') was needed for public purpose viz. for construction of Dandeawada road in V. P. Chinchinim Deussua.

And whereas in the opinion of the appropriate Government (hereinafter referred to as the "Government") the said land is not required for the aforesaid purpose.

Now, therefore, the Government is pleased to declare under sub-section (1) of section 48 of the said Act that it has withdrawn from acquisition of the said land for the aforesaid public purpose and that the aforesaid Government notification shall be deemed to be cancelled so far as it relates to the said land. The persons interested in the said land, may lodge to the Land Acquisition Officer, PWD (Cell), Altinho, Panaji within a period of thirty days from the date of this notification claims under sub-section (2) of section 48 of the said Act, for the damages suffered by them in consequence of the notice or of any proceedings thereunder and for costs reasonably incurred by them in prosecution of the proceedings under the said Act relating to the said land.

A plan of the land, shall be available for inspection in the office of the Land Acquisition Officer, PWD (Cell), Altinho, Panaji for a period of thirty days from the date of this Notification.

By order and in the name of the Governor of Goa.

D. M. Borkar, Under Secretary (Revenue).

Panaji, 25th April, 2000.

### Notification

No. 22/96/97-RD

Whereas by Government Notification No. 22/96/97-RD dated 20-4-1999 published on pages 57 and 58 of Series II, No. 5 (Ext. Ordinary) of the Official Gazette, dated 29-4-1999 and in two newspapers (1) Gomantak Times dated 10-5-99 and (2) Rashtramat dated 10-5-99 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was likely to be needed for the public purpose viz. for construction of new B. G. Line between Roha and Mangalore in Cuncolim and Majorda villages of Salcete Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") being of the opinion that the acquisition of the said land is urgently, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notices relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares, under the provisions of section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under clause (c) of section 3 of the said Act, the Special Land Acquisition Officer Konkan Railway Corp., Davorlim, Margao to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Special Land Acquisition Officer Konkan Railway Corp., Davorlim, Margao till the award is made under section 11.

### SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Majorda
Survey No.	Name of the person believed to be interested	Appx. area in sq. mts.
Sub-Div. No.		
1	2	3
4/7part O:	Custodio Vaz.	780
Total:.....		780

By order and in the name of the Governor of Goa.

D. M. Borkar, Under Secretary (Revenue).

Panaji, 26th April, 2000.

## Department of Legal Metrology

## Weights and Measures

## Order

No. 9/28/97/LMD/218/718

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/11/52 (2)/95, dated 3rd April 2000, the Government is pleased to promote Shri Vishwas R. Naik, Inspector Legal Metrology (Weights & Measures) to the post of Assistant Controller, Legal Metrology (Weights & Measures) Group 'B' Gazetted, on regular basis in the pay scale of Rs. 5500-175-9000, with immediate effect. He is posted in the Office of the Assistant Controller, Legal Metrology (Weights & Measures) North Zone, Mapusa, vice Shri D. S. Chodankar, Assistant Controller, Legal Metrology

(Weights & Measures) North Zone, Mapusa, stands transferred to the Office of Assistant Controller, Legal Metrology, Packaged Commodities/ Central Laboratory, Head Office, Panaji.

The pay of Shri V. R. Naik, shall be fixed as per Rules.

Shri Vishwas R. Naik, shall be on probation for a period of two years.

The expenditure thereon is debitable to the Budget Head 3475-Other General Economic Services, 00—, 106—Regulation of Weights and Measures, 01 — Metric System (Non-Plan), 01 — Salaries.

M. R. Kawlenkar, Controller and Ex-Officio, Under Secretary, Legal Metrology (Weights & Measures).

Panaji, 19th April, 2000.